

Serial No.: 10/708,580
Docket No.: 60655.8000

REMARKS

Applicants reply to the Office Action mailed on April 7, 2006 within the shortened statutory three month period for reply. Claims 1, 3-11, 13-15 and 17-22 were pending in the application and the Examiner rejects claims 1, 3-11, 13-15 and 17-22. Support for the amendments may be found in the originally-filed specification, claims, and figures. No new matter has been introduced by these amendments. Reconsideration of this application is respectfully requested.

Rejections under 35 U.S.C. § 102(e)

The Examiner rejects claims 1 and 3-7 under 35 U.S.C. § 102(e) as being anticipated by Sehr, U.S. Patent No. 6,085,976 ("Sehr"). Applicants respectfully traverse this rejection.

Sehr generally discloses a multiple services card, which enables a card holder to utilize a single card to perform various forms of financial transactions and to maintain related transactional data. Specifically, the Sehr multi-services card enables the card holder to complete purchases of travel services, wherein the cost of the purchase is automatically transferred from a bank associated with the card to the travel service provider. The card is then loaded with various information from the service provider including, for example, an itinerary, a receipt, an electronic ticket, boarding pass, and the like.

Sehr further discloses a system whereby the consumer can purchase and configure the card. Once purchased, the card holder can maintain the card through a card station which comprises a computer and a card reader. When the card is inserted into the reader, the card holder can interact with an interface to load the card with a monetary value from a bank, view transactional records, upload payments to a service provider, make purchases, etc. When a card holder uses the multi service card of Sehr to purchase travel services, information regarding the financial account of the card is uploaded to the processing system and information regarding the travel is downloaded to the card. However, the location of the purchase is not relevant as Sehr discloses that the purchase may be made from any computer connected to the Internet or a Kiosk. As such, Sehr does not disclose or suggest at least, "provide, based on a location identifier received from said service provider, a consumer access to a transportation system provided by said service partner in exchange for loyalty points, wherein said loyalty points are exchanged for access to said transportation system when said loyalty points exist and when said service partner resides within a predefined geographical area," and "receiving a request to redeem an amount of

Serial No.: 10/708,580
Docket No.: 60655.8000

said loyalty points to obtain a service of said service partner, wherein said request includes location data indicative of a geographic location of said service partner; determining that said service partner is at least one of located within a predefined geographic location and affiliated with said provider of credit services,” as similarly recited by independent claims 1 and 6 respectively.

Claims 3 and 7 variously depend from independent claims 1 and 6 respectively. Applicants assert that claims 3 and 7 are differentiated from the cited reference for at least the same reasons set forth above, as well as in view of their own respective features.

Regarding independent claim 4, Applicants assert that claim 4 is differentiated for at least the same reasons as set forth above, as well as in view of its own respective features. Particularly, Sehr does not disclose or suggest at least, “receiving a request to charge an amount to obtain access to said transportation system from said service partner, wherein said request includes location data indicative of a geographic location of said transportation system,” and “determining that said service partner is at least one of located within a predefined geographic location and affiliated with said provider of credit services,” as recited by independent claim 4.

Claim 5 depends from independent claim 4. Applicants assert that claim 5 is differentiated from the cited reference for at least the same reasons as set forth above, as well as in view of its own respective features.

Rejections under 35 U.S.C. § 103(a)

The Examiner rejects claims 8 and 9 under 35 U.S.C. § 103(a) as being unpatentable over Sehr in view of Fredregill et al., U.S. Patent No. 5,923,016 (“Fredregill”). Applicants respectfully traverse this rejection

Fredregill discloses a computer-implemented consumer transaction point accumulation system providing instant crediting of loyalty points to a participant’s loyalty account. The Fredregill system reports a participant’s purchase to a central processor where an appropriate number of points are calculated according to the purchase. The central processor then sends a new balance to the merchant, wherein the new balance includes any prior point balance plus the newly-earned points. The summed point balance is then used to provide a reduction of price at the time of sale.

According to Fredregill, loyalty points are earned from affiliated merchants. Significantly, it would not be possible, according to the disclosure of Fredregill, to issue loyalty

Serial No.: 10/708,580
Docket No.: 60655.8000

points based on purchases made within a defined geographical area apart from the identity of the merchant. For example, in order to be awarded loyalty points, according to Fredregill, the participant must complete purchases from participating merchants. While those merchants may be grouped within a geographical area, the system of Fredregill would not be capable of recognizing purchases completed from a non-participating merchant within the same geographical area. For example, Fredregill only issues points based on the identity of the merchant, so Fredregill would not be capable of issuing loyalty points which are only based on purchases from merchants located only within New York City. Moreover, in order to determine if a purchase qualified for issuance of loyalty points based on geography, it would be necessary for Fredregill to receive a location identifier with a transaction request. As such, Fredregill does not disclose or suggest at least, "receiving a request to redeem an amount of said geographic area loyalty points to obtain a service of said service partner in said geographic area, wherein said request includes location data indicative of a geographic location of said service partner," and "determining that said service partner is within a redemption area associated with said geographic area loyalty points based on said location data," as recited by independent claim 8.

Claim 9 depends from independent claim 8. Applicants assert that claim 8 is differentiated from the cited reference for at least the same reasons set forth above, as well as in view of its own respective features.

The Examiner rejects claims 10, 11, 13, 14 and 18-22 under 35 U.S.C. § 103(a) as being unpatentable over Brake, Jr. et al., U.S. Patent No. 6,032,136 ("Brake") in view of Sehr. Applicants respectfully traverse this rejection.

Brake discloses a Customer Activated Multi-Value (CAM) card that has a primary use as a transaction card and a second optional use as a credit card. The CAM card can be sent to a customer in the form of a transaction card (e.g., prepaid phone card, gas card, product purchasing card). When the CAM card is received by the customer, the credit card feature is not enabled; however, the card can be used for its primary use. If the customer subsequently wishes to activate the credit card feature, the feature can be automatically activated via computer or telephone upon being approved. The card may then be used as either a transaction card or a credit card.

Brake provides a card which may be used for different purposes; however, there is no direct relationship between such card functions, except for the functions being initiated from a

Serial No.: 10/708,580
Docket No.: 60655.8000

single transaction card. The CAM card of Brake has two functions; (1) to serve as a transaction card; and (2) to serve as a credit card. In its use as a transaction card, payment for goods or services is accomplished either by way of a pre-paid account or a credit account issued by a merchant. Therefore, as similarly argued above in reference to Sehr, when a customer conducts a purchase using the CAM card according to its primary use, the payment to the merchant is conducted in the standard manner in that a transaction request does not include information indicative of the location of the purchase. As such, neither Sehr, Brake, nor any combination thereof, disclose or suggest at least, "receiving a request from said service partner to debit said financial account in the amount of a fee when said consumer utilizes the service of said service partner, wherein said request includes location data indicative of a geographic location of said service partner," as recited by independent claim 10.

Claims 11, 13, 14 and 18-22 depend from independent claim 10. Applicants assert that claims 11, 13, 14 and 18-22 are differentiated from the cited reference for at least the same reasons as set forth above, as well as in view of their own respective features.

The Examiner rejects claim 15 under 35 U.S.C. § 103(a) as being unpatentable over Brake in view of Sehr and further in view of Fredregill. Applicants respectfully traverse this rejection.

Claim 15 depends from independent claim 10. Applicants assert that neither Brake (as argued above in reference to claim 10), Fredregill (as argued above in reference to claim 8), Sehr (as argued above in reference to claims 1, 6, and 4), nor any combination thereof, disclose or suggest at least "receiving a request from said service partner to debit said financial account in the amount of a fee when said consumer utilizes the service of said service partner, wherein said request includes location data indicative of a geographic location of said service partner," as recited by independent claim from 10 which claim 15 depends. Applicants also assert that claim 15 is differentiated from the cited references for at least the reasons set forth above, as well as in view of its of its own respective features.

The Examiner rejects claim 17 under 35 U.S.C. § 103(a) as being unpatentable over Brake in view of Sehr and further in view of Downing et al., U.S. Patent No. 5,963,647 ("Downing"). Applicants respectfully traverse this rejection.

The Examiner correctly notes that Brake fails to specifically teach or suggest considering anti-terrorism information when extending credit. However, the Examiner asserts that Downing

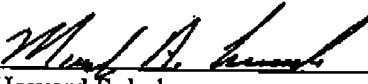
Serial No.: 10/708,580
Docket No.: 60655.8000

teaches this step. Claim 17 depends from independent claim 10. Applicants assert that neither Brake (as argued above in reference to claim 10), Sehr (as argued above in reference to claims 1, 6, and 4), Downing, nor any combination thereof, disclose or suggest at least, "receiving a request from said service partner to debit said financial account in the amount of a fee when said consumer utilizes the service of said service partner, wherein said request includes location data indicative of a geographic location of said service partner," as recited by independent claim 10 from which claim 17 depends. Applicants also assert that claim 17 is differentiated from the cited references for at least the reasons set forth above, as well as in view of its of its own respective features.

In view of the above remarks and amendments, Applicants respectfully submit that all pending claims properly set forth that which Applicants regards as their invention and are allowable over the cited references. Accordingly, Applicants respectfully request allowance of the pending claims. The Examiner is invited to telephone the undersigned at the Examiner's convenience, if that would help further prosecution of the subject application. Applicants authorize and respectfully request that any fees due be charged to Deposit Account No. 19-2814.

Respectfully submitted,

Dated: July 7, 2006

 57,413
Howard Sobelman
Reg. No. 39,038

SNELL & WILMER L.L.P.
400 E. Van Buren
One Arizona Center
Phoenix, Arizona 85004
Phone: 602-382-6228
Fax: 602-382-6070
Email: hsobelman@swlaw.com